IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.1575 OF 2003
IN
SUMMARY SUIT NO.4896 OF 2003

M/s. Jethmal Manrupji & Co. ...Plaintiff
Vs.
Smt. Ramaben T. Bhatia ...Defendant

Mr.Ramesh Jain for Plaintiff
Mr.A.K.Chauhan for Defendant

CORAM: D.G. DESHPANDE,J.
DATED: 25TH NOVEMBER, 2004

P.C.

. Heard Advocate for the Defendant who has taken out this Motion for setting aside the Ex-parte Decree in a suit filed the Plaintiff for recovery of the principle amount of Rs.60,000/- with interest thereof. The suit is based on a promissory note. Copy of the promissory note is filed with the plaint at Exhibit-A. The Defendant disputes and denies the signature on the promissory note. The Power of Attorney executed by the Defendant in favour of her husband was shown to me, the signature of the Defendant thereon is in English, where as the signature on the Promissory Note is in Gujarati. Before filing the suit the Plaintiff has sent notice to the Defendant by R.P.A.D.and Defendant has received the said notice and on the postal acknowledgment also her signature is in English. Therefore, the Defendant succeeds in making out primafaice case that this document Exhibit-A might

not have signed by her. In these circumstances Ex-Parte Decree is set aside. The motion is allowed and disposed of subject to cost of Rs.2500/- to the Plaintiff. Cost to be paid within two weeks from today.

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